

## Term Contract No. 550B

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>550B</b>	<b>Spread Spectrum Radio Equipment</b>
<b>Effective Dates</b>	October 14, 2010 through October 13, 2013	
<b>Bid Number</b>	201001171	
<b>Administrator</b>	Grant Braley	
<b>Phone</b>	(919) 807-4550	
<b>E-Mail</b>	<a href="mailto:grant.braley@doa.nc.gov">grant.braley@doa.nc.gov</a>	
<b>Last Updated</b>	May 22, 2012	

### 1. General Information

This contract intended to cover the State's normal requirements for various Spread Spectrum Radio Equipment.

**PACKAGING AND SHIPPING INSTRUCTIONS:** Each item is to be completely assembled and individually boxed showing manufacturer's part number, purchase order number, and NCDOT part number (if shown on purchase order) on the outside of the box. The user may refuse shipments of items that are not packaged correctly and return at the bidder's expense. A packing slip is to accompany each shipment showing part number as ordered on the purchase order and also showing purchase order number.

### 2. Scope of Contract

The scope of this contract is limited to the equipment as defined herein. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

**NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT:** In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

### 3. Taxes

Prices or discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any State agency requirement that exceeds **\$50,000.00** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- Purchase may be authorized at the current level of pricing with the current contract vendor(s).
- Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s).
- A separate Invitation for Bids may be issued for the requirement.

### 5. Minimum Orders

This contract will be for a minimum order of **\$500.00** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

## 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

**Note: Non-State agencies ordering from this contract are to place the order with the contractor noted and not with NCDOT.**

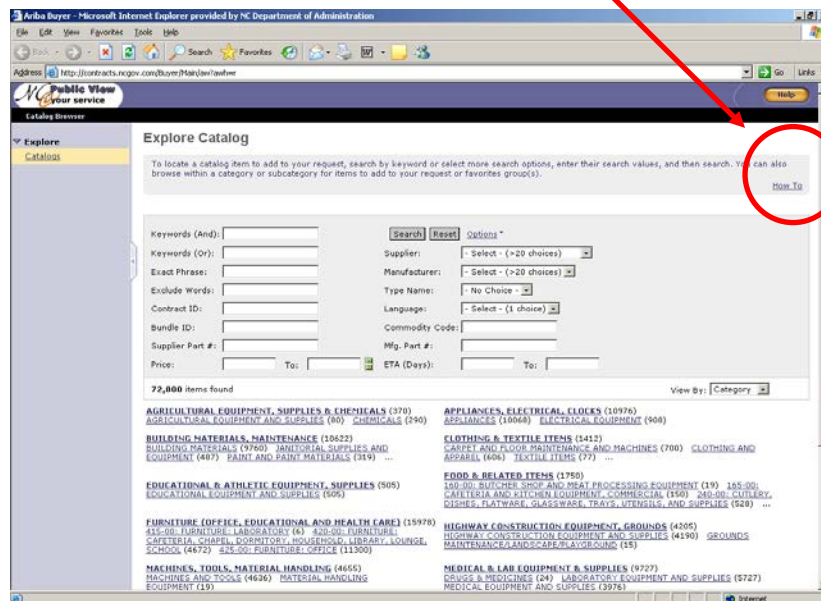
### Order Placement Via E-Procurement (Catalog Items)

- Click on the following link: [E-Procurement Users](#)
- When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 550B.
- Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- When the item to be ordered has been located complete the requisition and issue the purchase order.

### Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- Click on the following link: [E-Procurement Public View](#)
- For online assistance regarding item searching; click on the **“How to”** underlined link located near the upper-right hand corner.



## 7. Delivery

The contractor(s) will complete delivery within **forty-five (45) days** after receipt of purchase order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

**8. Transportation Charges**

All goods shall be delivered FOB DESTINATION when the "order value" is **greater than the minimum order**, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. (Note: Some vendors may be willing to ship with no transportation charge for orders less than the minimum order, but agencies should contact vendors directly and ask about this possibility. Vendors are not obligated to ship free for orders under the minimum order amount. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

**NOTE:** If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

All shipments should be inspected for damage immediately upon receipt.

**9. Price Lists and Catalogs**

The successful contractor must furnish descriptive literature to any agency within **seven (7) consecutive days** after request of the agency.

**10. Contractors**

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name/Federal ID	Address	Contact Information
<b>Hutton Communications, Inc.</b>	4046 Mound Road Joliet IL 60436	Sue Hendrick Toll Free: (877) 832-6337 Fax: (815) 744-6066 E-mail: <a href="mailto:hendricks@huttoncom.com">hendricks@huttoncom.com</a>
<b>RAI Products, Inc.</b>	421 Rountree Road Charlotte NC 28217	<b>Ordering:</b> John Rosenblatt <b>Toll Free:</b> (888) 776-7325 <b>Phone:</b> (704) 525-1852 <b>Fax:</b> (704) 525-1859 E-mail: <a href="mailto:john@raiproducs.com">john@raiproducs.com</a>  <b>Service &amp; Ordering:</b> Russ Benson <b>Toll Free:</b> (888) 776-7325 <b>Phone:</b> (704) 525-1852 <b>Fax:</b> (704) 525-1859 E-mail: <a href="mailto:russ@raiproducs.com">russ@raiproducs.com</a>
<b>Southeastern Safety Systems</b>	682 Dixiana Road West Columbia SC 29171	Manuel Morales <b>Phone:</b> (803) 518-1111 <b>Fax:</b> (803) 796-6381 E-mail: <a href="mailto:mmorales@sssinc.net">mmorales@sssinc.net</a>

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**11. Item Pricing Information**

<b>Item</b>	<b>Description</b>	<b>Manufacturer</b>	<b>Model #</b>	<b>Contractor</b>	<b>Unit Cost</b>
1	900 MHz Wireless Radio with Software	Encom Wireless	5200	RAI Products, Inc.	\$907.00
2	ENCOM Model #5200 Wireless Radio with Data Cable	Encom Wireless	5200	RAI Products, Inc.	\$1,145.00
3	Radio Frequency (RF) Signal Jumper	HCI	RG58-NMTNCMRP-72S	Hutton Communications	\$11.71
4	Yagi Directional Antenna - 8.5 dB Gain	Cushcraft	PC906N	Hutton Communications	\$32.51
5	Yagi Directional Antenna - 13 dB Gain	Cushcraft	PC9013N	Hutton Communications	\$100.76
6	Omni Directional Antenna - 3 dB Gain	Cushcraft	S8963B	Hutton Communications	\$77.86
7	Omni Directional Antenna – 6 dB Gain	Antenex	FG9026	Hutton Communications	\$92.12
8	Antenna Mounting Hardware Kit	Pelco	SP-5799-24-96-PNC	RAI Products, Inc.	\$108.28
9	Coaxial Cable (500' Reel)	Andrew	CNT-400	Hutton Communications	\$0.49/Linear Ft.
10	Coaxial Cable - Power Divider (Splitter) for Repeater Radio	Telewave	ANTPD29	Hutton Communications	\$113.04
11	Standard N-Type Male Coaxial Connector	Times Microwave	EZ-400-NMK	RAI Products, Inc.	\$11.25
12	Coaxial Cable Shield Grounding and Weatherproofing Kits	Wireless Solutions	GK-S38	Southeastern Safety	\$18.20
13	Crimping Kits	SSS, Inc. Assembly	Tool Pouch	Southeastern Safety	\$279.89
14	Lightning Arrestor	Polyphaser	DSXL with BFN Adaptor	RAI Products, Inc.	\$100.89

**12. Warranty**

Contractor guarantees items offered to be free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of **two (2) years** from date of acceptance. Such replacement shall include parts, freight, labor, and round-trip travel to the user's site, which will be the responsibility of the contractor.

**13. Substitutions**

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**14. Vendor Complaint Form:**

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

**15. Contract Addenda**

Addendum	Effective Date	Description
1	5/22/2012	Contract Extension Approved